UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK

Jenna Hoschke, Devon Auerbach, Tara Inzinna, and Christina Rivera,

Civil Action

Plaintiffs,

Case No. 23-CV-6059 (JMW)

-against-

Belfast Gastro Pub Inc., David Crowe, an individual, Robert Fortier, an individual,

Defendants.

PLAINTIFF CHRISTINA RIVERA'S NOTICE OF ACCEPTANCE OF **DEFENDANTS' OFFER OF JUDGMENT**

Pursuant to Rule 68(a) of the Federal Rules of Civil Procedure, Plaintiff Christina Rivera, through undersigned counsel, hereby accepts and provides notice that she has accepted Defendants' Offer of Judgment attached hereto.

Dated: New York, New York July 1, 2025

ARENSON, DITTMAR & KARBAN

ain Avi Mermelstein

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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORKX	
Jenna Hoschke, Devon Auerbach, Tara Inzinna, and Christina Rivera,	
Plaintiffs,	OFFER OF JUDGMENT PURSUANT TO RULE 68
-against-	Casa No. 22 CV (050 (IMW)
Belfast Gastro Pub Inc., David Crowe, an individual, Robert Fortier, an Individual,	Case No. 23-CV-6059 (JMW)
Defendants.	

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants, BELFAST GASTRO PUB INC., DAVID CROWE, an individual, ROBERT FORTIER, an individual, offer to allow judgment to be taken against them and in favor of Plaintiff, CHRISTINA RIVERA, with respect to the instant action in the amount of \$1,000.00 inclusive of all damages, liquidated damages and/or penalties, interest, reasonable attorneys' fees, costs, expenses and reasonable expert fees actually incurred to the extent that said Plaintiff is entitled to the foregoing by law. This offer of judgment is intended to resolve all of said Plaintiff's claims and Defendants' counterclaims with respect to said Plaintiff in this action related to any and all claims for compensatory damages, statutory damages, physical pain and suffering, attorneys' fees, litigation expenses and any other costs of this action.

This offer will be deemed withdrawn unless Plaintiff serves a written notice of acceptance within fourteen (14) days of the date of this Offer. This offer is made solely for the purposes of Rule 68 and neither it, nor any judgment resulting from this offer, may be construed as an admission (a) of any liability on the part of Defendants or (b) that Plaintiff is entitled to any relief herein or that he has suffered any damages whatsoever. This offer of judgment may not be

filed with the Court or disclosed to any third party unless (a) accepted or (b) in conjunction with any motion to dismiss this action as no actual case or controversy exists in light of the foregoing offer of judgment.

Dated: Uniondale, New York June 20, 2025

SAHN WARD BRAFF COSCHIGNANO PLLC Attorneys for Defendants

By:

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TO: ARENSON, DITTMAR & KARBAN

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